

Roberts, Michael A.

From: Amy Gasser Callow [AGCallow@WoodLamping.com]
Sent: Tuesday, October 19, 2004 1:20 PM
To: Roberts, Michael A.
Subject: Jeffries

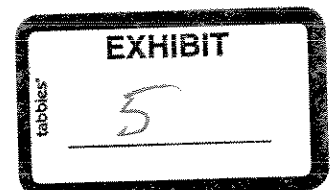
Mike -- in follow-up to the Court's suggestion, we have redrafted a confidentiality provision which would allow for the "safety valve" referenced by Judge Beckwith. Please let me know your thoughts.

<<4r46011.DOC>>

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10/25/2004

Proposed language for confidentiality in Jeffries case.

The parties hereto agree to maintain as confidential, all materials relative to this case and not to disseminate any information concerning this case or this settlement. It is understood that this agreement is binding upon the counsel, heirs, successors, and assigns of either party. Such third parties as financial advisors, auditors, governmental agencies, etc. with a right or need to such information, or persons or parties who seek such information by virtue of subpoena, court order or other proper authority, may be provided such information only after reasonable notice to the other parties in this case.

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